

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

PATRICK D. PERRY et al.,

Plaintiffs,

v.

**HARDEMAN COUNTY GOVERNMENT and
HARDEMAN COUNTY COMMISSION,**

Defendants.

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No. 1:19-cv-1106-STA-cgc

**ORDER APPROVING RESOLUTION OF PRO SE PLAINTIFF THOMAS CODY
NAYLOR'S FLSA AND STATE LAW CLAIMS (ECF NO. 555)**

Plaintiff Thomas Cody Naylor (“Plaintiff”) brings this action against Defendants alleging violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, and various state law claims. Plaintiff and Defendants (together “the Parties”) now jointly seek an order granting their Joint Motion to Approve Settlement Agreement (ECF No. 555) and Incorporated Memorandum in Support of Joint Motion for Claims of Plaintiff Thomas Cody Naylor, Pro Se. In addition to the Joint Motion, Plaintiff has also submitted a Rule 72 Declaration setting forth Plaintiff’s reasons for settling Plaintiff’s claims and stating Plaintiff’s opinion that the settlement amount is fair and reasonable. Ex. 3, Declaration of Thomas Cody Naylor (ECF No. 555-3). For the following reasons, the Court **GRANTS** the Motion.

A district court must scrutinize a proposed FLSA settlement for fairness and determine whether it is a “fair and reasonable resolution of a ... [good faith] ... dispute over FLSA provisions.” *Lynn’s Food Stores, Inc. v. United States ex rel. U.S. Dep’t of Labor*, 679 F.2d 1350, 1355 (11th Cir. 1982); *Nutting v. Unilever Mfg. (U.S.) Inc.*, No. 2:14-cv-02239, 2014 WL

2959481, at *3 (W.D. Tenn. June 13, 2014). In this analysis, the Court examines three factors: (1) whether the settlement was achieved in an adversarial context, (2) whether the plaintiffs were protected by attorneys who can protect their rights and (3) whether the settlement reflects a fair and reasonable compromise of the issues in dispute. *Lynn's Food Stores*, 679 F.2d at 1354.

Based on a review of the Parties' submissions in this case, the Court finds that the proposed Settlement Agreement is a fair and reasonable settlement of a good-faith FLSA dispute for back pay, comp time, overtime pay and all accompanying state law claims for unpaid accrued and unused leave pay balances. Plaintiff had counsel representation until November 14, 2024. *See* ECF No. 522. Plaintiff, as an individual plaintiff, decided that he desired to settle his claims and not proceed to trial. Naylor Decl. Plaintiff on his own talked to a non-attorney representative settling his case. *Id.* The amount of the settlement is a reasonable and fair compromise of the damages sought by Plaintiff as set forth in his former counsel's Plaintiff's Supplemental FRCP 26 Supplemental Disclosures (ECF No. 368) and Defendants' expert witness estimate of Plaintiff's damages (ECF No. 555-2). Plaintiff and a non-attorney representative on their own agreed on the settlement amount of \$90,128.02. Naylor Decl. Plaintiff feels that the \$90,128.02 settlement amount fairly and reasonably compensates him for his wage and hour back wage, comp time, and liquidated damages claims under the FLSA and his claims for accrued, unused, and unpaid leave bank hours for comp, vacation, and holiday leave hours due him at the times of his leaving HCSO in September 2019 and February 2022. *Id.* Plaintiff had personal and family matters needing his attention rather than continuing with his claims. *Id.* Hardeman County paid plaintiff the \$90,128.02 settlement by checks dated October 17, 2024. *Id.* Both Plaintiff and Defendants have had representation by experienced labor and employment counsel. The agreed-upon resolution represents a fair and reasonable settlement of the FLSA claims and the accrued leave pay claims

of Plaintiff given the significant factual disputes in the case and the uncertainty associated with proceeding to trial.

For the foregoing reasons, the Court **GRANTS** the Joint Motion and accordingly, the Plaintiff's claims against Defendants are hereby **DISMISSED WITH PREJUDICE**.

IT IS SO ORDERED, this 27th day of May, 2025.

s/ S. Thomas Anderson
S. THOMAS ANDERSON
UNITED STATES DISTRICT JUDGE